

## STOCK YARDS BURNS

Total Loss of the Building and Contents.

Many Horses Consumed in Main Building and Sheds.

Flames Spring From Hay in One of the Lower Floor Box Stalls.

**F**IRE which broke out at 1:45 o'clock this morning destroyed the Stockyards stables with their contents, the block of buildings under construction on the King street front, and a number of horses and carriages, both in the stables proper and in the paddocks at the rear of the building. The loss it is said will reach \$75,000.

The fire broke out in the box stalls in the rear of the ground floor while there were some half-dozen men in the building. These were the night watchmen and one or two men who had come for their wagons to begin their morning's work of the delivery of bread. The first they knew of the fire was when the flames started to break out from a number of bales of hay which were stored in the boxes. The dry hay burned with a rush and there was little time for the saving of horses or carriages. A few of the animals which had been brought down ready to be put into the wagons, got out, but much of the stock was destroyed.

As soon as the fire had been detected there was an alarm turned in by a passing policeman and the engines responded with a rush. But before a single stream had been turned on the burning building the entire front was a mass of flames and the adjoining buildings were smoking. The greatest danger from the first was the Langdon Hotel, above the Wright carriage works, which had begun to smoke and blister when the wind shifted and carried the flames through the new buildings, with a roar. These were only frames and without windows and there was no obstacle to the fire, which spread to the end of the block with rapidity.

As soon as the fire was seen the Japanese and Chinese who live in the block Walkiki of the Stockyards buildings began to carry out their belongings and the lower end of Alapai street was filled with trunks and bundles. Volunteers went to the rear of the stables, where the long sheds contained about 150 horses, and endeavored to break down the heavy fences to release the animals, which were screaming with pain, the heat being sufficient to cause many of them to drop, and burn.

Some horsemen put the number of horses as high as 200. There were no more horses in the building and the night manager says the most valuable team was saved. Manager Rice could not be found while the fire was in progress. Deputy Sheriff Chillingworth made an effort to locate him but failed.

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## SLANDER BUREAU AT WORK.



The Hawaiian planters are starving the Porto Ricans and breaking their words to them. Just prior to the Spanish-American war Harpers', Leslie's and other illustrated periodicals of our country in picturing the reconcentrado camps around cities in Cuba exposed to view dying mothers clasping to barren breasts famishing babes. I thought then these pictures were from the pen driven by fevered imagination, but I have seen substantially the same thing when the emigrant ships would land the Porto Rican laborers in Honolulu.—ABRAM S. HUMPHREYS.

## RAILROAD GIVEN PERPETUAL LEASE

The Oahu Railway & Land Co. will not be disturbed by the building of the naval station at Pearl Harbor, and the land condemned by the United States Government, belonging to the railroad company, has been leased to the company perpetually for the sum of one dollar.

The suit of the Government against the Oahu Railway & Land Company will be dismissed in the Federal Court as a result. This amicable settlement of the condemnation suit is the outcome of a compromise suggested by President Dillingham of the railroad company, after a meeting with the directors of the company. His offer was to convey all the land of the company to the United States Government, for the use of the naval station without consideration, if, on the other hand, the Government would execute to the railroad company a perpetual lease of the land for one dollar. Commandant Pond, acting for the United States Government, sent this proposition to Washington, and on the last steamer he received a telegram from the Attorney General advising him to accept the proposition, and empowering him to make the lease as proposed.

The Oahu Railway & Land Co. was one of the defendants in the condemnation suit against the Bishop Estate and others. In the answer to the complaint filed a week ago the respondent claimed damages to the amount of \$85,000 for the land condemned by the Government. This was a strip two and one-half miles in length and forty feet wide, comprising the right of way of the railroad.

It was claimed by the company that the damage by the Government taking this strip would be very great, and it would necessitate the construction of a new line of track at large expense. The amicable adjustment of the difficulty is best for both parties, as the Government has no particular need of the land in question. It was absolutely necessary, however, that the title to the property should rest in the United States, and this is done in the agreement and lease made in regard to the property.

The hearing of the remainder of the cases is still a matter of conjecture. United States Attorney Baird said yesterday that the cases had not been set for trial, and no answers had been filed by the remainder of the defendants, who have been given extensions in time.

## F. E. THOMPSON'S BAD ACCIDENT

F. E. Thompson of the law firm of Magoon & Thompson met with a serious accident last night while riding with Harry Couzens in Kapiolani Park. The accident occurred about 7 o'clock. The two gentlemen were riding together, Mr. Couzens being about fifty yards ahead of Thompson, when the horse of the latter passed him. Looking back he saw his companion lying at the base of an ironwood tree, apparently unconscious.

Letting his own horse go he picked up Thompson and carried him to the residence of Hermann Focke, from whence a telephone call was sent to the police station for the patrol wagon. Dr. Murray arrived with the patrol wagon and after examining the unfortunate man decided that his injuries were so severe that it would be advisable to send him to the Queen's Hospital as soon as possible.

This was done and Dr. McDonald, the physician of the Queen's Hospital, found that Mr. Thompson was suffering from a broken thigh and internal injuries. It is thought that Mr. Thompson's horse shied at something and threw his rider, who struck his leg against the tree.

## Victor Blue an Invalid.

Lieutenant Victor Blue, the daring South Carolinian who achieved fame by riding a mule around Santiago during the war, when the country was infested with Spanish soldiers, and discovering Cervera's fleet at anchor in the harbor, has been invalided home from the Asiatic station for treatment. He has been on the Asiatic station for more than a year, and is suffering from a fever contracted in Chinese waters.

## APPEALS TO WASHINGTON

Chuck Seen and Chew Yuen, the two Chinese merchants who were refused permission to land in Honolulu from the Mariposa, by Collector Stackable Friday, were yesterday allowed to come ashore pending an appeal to Washington, after Attorney Fleming had spent the great part of the morning in finding suitable quarters for their detention.

The attorneys for the Chinese have appealed from the decision of Collector Stackable to the Secretary of the Treasury, and the two defendants will be kept under surveillance by the custom officials until the Washington authorities have been heard from.

The appeal is not made from Judge Estee's decision, but is direct to the Treasury Department, which only has jurisdiction over collectors in immigration cases. The appeal has not been sent to Washington, but will be forwarded on the next steamer. It is to be based on the ground that the action of the collector was not in accordance with any law or act of Congress.

The defendants are both wealthy. Chuck Seen was coming here to take the position of manager of the Wung Wo Chan Co., and that company is interesting itself in fighting the case. Both merchants have been domiciled in a cottage on Kukui street, where they are under the surveillance of the custom house officers. One of the conditions under which they are allowed to land and remain here during the interval of thirty or forty days, which must necessarily elapse before a reply can be obtained from Washington, is that they are to pay all the expenses and the cost of remaining in custody.

## HOME FOR INCURABLES

At a meeting of the subscribers of the Honolulu Home for Incurables held yesterday morning the plans for the institution were broached and discussed fully. The choice of a name for the institution and the form of charter

was left to the subscribers present, who approved of the title, "Honolulu Home for Incurables," as being the most appropriate.

The meeting was informal and fairly well attended, through a number of the supporters being present at the planter's meeting. No site for the erection of the home has been decided upon, although several have been offered to the persons in charge of the matter. The subscriptions have not yet reached the amount necessary to complete the building planned for erection, but it is generally believed that the remainder will be met by subscriptions before the work is fairly begun. The work of raising funds begun by Alexander Young, Bishop Willis and others, a year ago, has been fraught with many difficulties, but the meeting of yesterday was indicative that the project was about to be a certainty, which will be a boon to those whose ailments are pronounced beyond cure. A temporary hospital has been maintained for these unfortunates since the plague last year. The following statement was made in the request for subscriptions when the matter was placed before the public:

"Hospital for Incurables: Honolulu—Subscription list. We, the undersigned, pledge ourselves to pay towards a fund for the support and maintenance of a hospital for incurables resident on the Hawaiian Islands—other than lepers—the sums set opposite our names, on condition that an endowment of \$100,000 shall first have been subscribed and paid into the hands of the duly appointed trustees of said hospital."

All voting by subscribers for naming and conducting the affairs of the said hospital shall be in proportion to the amounts subscribed and paid into the treasury."

## Mistook Edward for a Tramp.

Appearances are often deceitful and even monarchs may be mistaken for paupers, relates a London correspondent. It is related that once, not long since, when King Edward of England, was Prince of Wales, he was staying with Leopold Rothschild near Leighton Buzzard and followed the hunt one day. About lunch time he found himself alone near Berkhamsted, feeling very hungry and without immediate prospect of getting any food. Recollecting, however, that the Smith-Dorrien's place, Haresfoot, was somewhere within easy reach, he rode over, found the house and rang the front doorbell. A footman appeared. "Would you kindly tell your master that the Prince of Wales is outside and would like some lunch?" he said. "Walker!" answered the man and banged the door in his face.

## FITCH ON MAGOON

Administration of Love's Affairs Scored.

LIKE DR. JEKYLL AND MR. HYDE

Vocabulary Exhausted in Telling of Methods of Caring for Estate.

**J**ALFRED MAGOON, guardian of James Love, was not present in the Circuit Court yesterday morning, though he was defendant and attorney in the case on trial. Thomas Fitch, however, was present in the court room, and he made his presence felt as well as heard. Several times during Mr. Fitch's "presence" Mr. Magoon appeared at the court room door, but he did not linger long. For Mr. Magoon was the subject of Col. Fitch's remarks, and he thought that they would apply with equal force if he was not present to bear the brunt of the attack.

There may have been one or two things that Mr. Fitch did not say in his argument in the Love case, reflecting upon Magoon's honesty, character and methods, but the few fortunate listeners to the remarkable peroration thought that the vocabulary of expletive had been pretty well exhausted by the speaker.

Mr. Fitch first referred to James Love's thrift in accumulating his estate, and the proceedings by which he was adjudged a spendthrift, stating that he had no legal family, and had no one dependent upon him. Magoon was appointed guardian in 1896. He referred to the Hawaiian law, which took no cognizance of children born out of wedlock, and said:

"I do not censure Mr. Magoon for sympathizing with children born out of wedlock. I will not deny that in that sympathy he may be wiser and better than the Hawaiian law, but I hardly think it is his right as guardian of Mr. Love's property and estate to assume the additional function of guardian of his conscience, and compel him to submit to privation in order to preserve an estate for the benefit of Mrs. Hart, or of anybody else in the world."

## A FRAUD ON MR. LOVE.

"The proceedings by which Mr. Love was in February, 1896, placed in a spendthrift trust, do not reflect credit upon those who were engaged in them. The record recites that Mr. Magoon filed a petition signed by Mrs. Hart charging Mr. Love with being a drunkard who was so wasting his estate as to be in danger of bringing himself to want. Mr. Love filed an answer according to the prayer of the petitioner, but denying the charge of drunkenness. At the hearing Mr. Love's lawyer was not present. Mr. Magoon stated to the Court that all charges against Mr. Love except that of being a spendthrift were withdrawn, and that Mr. Love consented to being adjudged a spendthrift, with Mr. Magoon as his guardian. Mr. Love on being questioned—did not under oath—by the Court, agreed to Mr. Magoon's statement."

"Mr. Love testifies here that Mr. Magoon told him that the charge of drunkenness was withdrawn, and therefore he consented to the trust. Mr. Magoon testifies here that he does not recollect making any such statement to Mr. Love, but thinks that he could not have made it, because if he had made it he would have withdrawn the allegation of a necessary jurisdictional fact, and no adjudication of Love as a spendthrift could have been made. Mr. Love certainly understood that the charge of drunkenness was withdrawn. The language of Mr. Magoon in the record is either inadvertently or purposely ambiguous. It may not have been the intention of Mr. Magoon to deceive Mr. Love, but he was deceived. It required a lawyer to comprehend the force or rather the lack of force of Mr. Magoon's withdrawal of all charges except that of being a spendthrift, and Mr. Love was not a lawyer. It is true that ignorance of the law is no excuse, but it is also true that a guardian who is a lawyer, and who takes advantage of a man's ignorance of the law to beguile him into consenting to a guardianship to which he would not have consented had he known the law, does not in resisting a termination of that guardianship come into Court with clean hands."

## LOVE NEVER A SPENDTHRIFT.

"Now if there is any one feature in this case more obvious than another, it is the overwhelming uncontroverted, controlling fact—which no evidence has shaken, and to overcome which practically no evidence has been offered—that James Love is not now wasting or impairing, and that he never did at any time in his life waste or impair his estate, so as to make it probable that he might bring himself to want or suffering. Whether rioting on foot at \$4 a week, or in cabs at fifty dollars a week, James Love—drunk or sober—never expended his income, or at least never substantially diminished his estate, so as to make it remotely possible that he might come to want."

Mr. Fitch went over the schedule of receipts and expenditures of Mr. Love

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